

GREENE COUNTY

A Place To Grow. The Way To Live.

Greene County
North Carolina

Date of Issue: July 24, 2017
Proposals Due: August 11, 2017
Time: 2:00 pm

Request for Bids
Stream Debris Removal Project

If you have received this Request for Bids from a source other than the Greene County Managers Department, it is the responsibility of the proposer to ensure that all addenda have been received. Bidders can notify Kyle DeHaven by email at kyle.dehaven@greencountync.gov to ensure that your company is added to the distribution list.

However, it is still the responsibility of the proposer to ensure that all addenda are received prior to submitting a bid/proposal.

KEY INFORMATION SUMMARY SHEET

Request for Bids
Stream Debris Removal Project

Stream Debris Removal Contractors:

Please reference the following important documents:

- Scope of Work
- Incremental Effects of Large Woody Debris Removal on Physical Aquatic Habitat
- Appendix B: Best Management Practices (BMP's) For Selective Clearing and Snagging
- Project Map
- Non-Conclusion Affidavit
- Proposer Certification Form
- Certification concerning Debarment and Suspension
- Project Bid Sheet

RFB Issue Date:		July 24, 2017
Mailing address to submit proposals:		Greene County Greene County Manager Attn: Kyle J. DeHaven 229 Kingold Blvd, Suite D Snow Hill, NC 28580
Pre-Bid Conference:	Date:	August 2, 2017
	Time:	10:00 AM
	Location:	Greene County Managers Conference Room
	Address:	229 Kingold Blvd. Snow Hill NC 28580
Deadline for Written Questions:	Date:	August 7, 2017
Bid Due Date:	Date:	August 11, 2017 2:00 PM

Greene County, North Carolina
Request for Bid
Stream Debris Removal Project

1.0 Introduction

The County of Greene is soliciting sealed bids for contractors and professional firms to perform the removal of stream debris in area streams throughout Greene County. Copies of the Request for Bid (RFB) may be obtained by applying to the Office of the Greene County Manager, phone (252)-747-3446 during regular business hours. They can also be obtained on our website at <http://www.co.greene.nc.us/>. The County of Greene reserves the right to reject any and/or all bids. The County of Greene encourages all businesses, including minority, women owned businesses to respond to all Request for Bid.

2.0 Preparation of Proposal

Each bidder must thoroughly examine the Request for Bid and contract documents to ensure that the vendor can meet all requirements. Bids shall be submitted on the forms included within the RFB documents.

Bids shall be signed by the person or persons legally authorized to bind the Service Provider to a contract. Bids that are not signed will be rejected. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed.

Failure to submit a bid with all proposal requirements may be considered sufficient cause for rejection of the bid. Any interlineations, alterations or erasures must be initialized by the signer of the bid.

Bids shall remain firm for a period of ninety (90) calendar days after bids are due.

3.0 Bid Requirements

Bidders are required to verify compliance with the following requested items and include with their bid those items as requested or be prepared to furnish at a later date as specified. Lack of compliance may result in automatic disqualification.

- a. Submit a detailed cost proposal.
- b. Bid Bond: The Bid Bond must be included in the bid package at the time of opening.
- c. No Bid Bond required.
- d. Performance and Payment Bond required
- e. Certificate of Insurance upon notification of award.
- f. Performance Bond upon notification of award.
- g. Brochures, catalogs, model numbers or pertinent literature where applicable.
- h. all required forms signed by authorized personnel.
- i. **Notarized** Non-Collusion Affidavit (form provided)
- j. Proposer's Certification Form (form provided)
- k. **Notarized** Certification Regarding Debarment & Suspension (form provided)
- l. Exceptions to the Proposal and Sample Service Agreement Form (form provided)
- m. References (form provided)
- n. Minority business forms.
- o. Specification compliance form.

- p. X Awarded contractor will be required to enter into a written contract provided by the County.

4.0 Scope of Work

The contractor will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries.

The contractor will ensure that all required permits are secured for each site before any work proceeds for that site.

- a. Reporting-The contractor will submit quarterly progress reports, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for that quarter.

The quarterly and final report shall include a narrative summary of the work completed in the quarter and for total project.

- b. Invoicing and Payments-The contractor shall submit a quarterly invoice on the Stream Debris Removal Project invoice form indicating the amount requested for reimbursement each quarter.

Ten percent (10%) of the contract amount will be withheld until all final work is complete and all reports and work has been satisfactorily completed.

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Contractor. The Division must satisfactorily determine that all work has been completed in accordance with the Woody Debris Removal Guidelines.

This project will be broken down as follows:

PART 1
SCOPE OF WORK

STREAM DEBRIS REMOVAL PROJECT

Greene Soil and Water Conservation District (the “GRANTEE”) will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody/vegetative debris that impede or potentially impede water flow in the streams and tributaries included in Table A1 below (taken from the application submitted by the GRANTEE). The GRANTEE must use its best judgement to only remove debris resulting from Hurricane Matthew or Tropical Storms Hermine and Julia.

TABLE A1: Stream/Ditch Segments to be Repaired

Name/Description of Stream or Channel	Description of Damage and Planned Repair	Approximate length of Channel (ft)	Number of Known Beaver Dams to Remove
Contentnea Creek/Snow Hill Overpass bridge to Hookerton Bridge	Snag and pull, chainsaw, handsaw to remove woody/vegetative debris & beaver dam removal	63,360	
Contentnea Creek/Hookerton Bridge to Lenoir County Line	Snag and pull, chainsaw, handsaw to remove woody/vegetative debris & beaver dam removal	63,360	

The GRANTEE will ensure that all required permits are secured for each site before any work proceeds for that site.

The GRANTEE will ensure that it follows the Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded at <http://www.ncagr.gov/swc/disasterresponse/documents/BestManagementPracticesforSelectiveClearingandSnagging.pdf>

5.0 Submittals

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on Friday August 11th, 2017**. Time is of the essence; No bid will be accepted after the official time and date. Vendors mailing responses should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to the Greene County Managers Office on or before the specified time and date is solely and strictly the responsibility of the responding vendor.

The County will in no way be responsible for delays caused by any occurrence.

Responses may be hand carried or mailed to:

Mailing Address:
Greene County Managers Office
Attn: Kyle J. DeHaven
229 Kingold Blvd, Suite D
Snow Hill, NC 28580

Physical Address:
229 Kingold Blvd, Suite D
Snow Hill, NC 28580

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday

Only **sealed** bids will be accepted; however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked "**Stream Debris Removal Project**".

All bids shall be submitted: **One original and four (4) copies.**

6.0 Questions

All questions pertaining to this Request for Bid (RFB) shall be submitted in writing no later than **Monday, August 7th, 2017**. Questions may be faxed to Kyle J. DeHaven at fax # (252)-747-3884 or emailed to: kyle.dehaven@greencountync.com

Only written questions will be considered formal. Any information given verbally or by telephone will be considered informal. Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFB. FAX and e-mail messages will be treated as written questions.

7.0 Bidder Responsibility

The bidder is responsible for verifying any information provided and to familiarize them with the work required prior to bidding. A plea of ignorance of the conditions that exist, conditions that may hereafter exist, or difficulties that may be encountered in the execution of the work as a result of failure to make necessary investigations and examinations will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

8.0 Subcontract

The successful bidder is the primary contractor and will perform the work using their own work force. The vendor shall not sub-contract the services/work without prior written approval of the Greene County Manager.

9.0 Quality of Services

It is preferred that the vendor have a minimum of five (5) years of experience in this field. The selected vendor expressly warrants that all services specified in this RFB will be performed with skill, care, and

diligence and in accordance with all requirements under the RFB. The selected vendor agrees to correct any deficiencies in its provision of services upon notification by the County and without additional expense to the County.

10.0 References

Bidders shall provide a minimum of three (3) references for which this type of service has been provided. Reference information shall be submitted on the form enclosed.

11.0 Exceptions to the Bid

Exceptions to any specification or requirement contained herein must be clearly stated on the "Exceptions to the Bid and Sample Agreement" form. The Exception to the Bid form is provided herein.

12.0 Withdrawal of Bid

A bidder may withdraw its Bid prior to the time that bids are due by sending a written request to the County Manager. Withdrawal of the bid after the deadline may only be withdrawn in accordance with N.C.G.S. 143-131.1.

13.0 Non-Collusion Affidavit

Each submittal must be accompanied by a **notarized** affidavit of non-collusion, executed by the vendor or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit form is provided herein.

14.0 Evaluation

The County of Greene reserves the right to reject any or all Bids and to waive any minor informality in a bid. Award will be made to the vendor whose bid is most advantageous to the County taking into consideration the following criteria:

- Qualifications, Experience and Design
- The ability, capacity, and skill of the bidder to perform the services required under the RFB
- Whether the bidder can provide the services promptly, within the time specified, and without delay or interference
- The quality of service and level of performance of a bidder under previous contracts
- Financial Qualifications (this information is not required with submittal but will be requested at a later date)
- Cost Effectiveness and Value

As part of the evaluation process, the evaluation committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual services, to learn the Service Provider's proposed method of performance, and to facilitate arriving at a contract that will be satisfactory to the County.

Since the County may choose to award a contract without engaging in discussions or negotiations, the bid submitted shall define the Service Provider's best offer for performing the services described within this RFB.

15.0 Award of Contract

The selected vendor will be notified in writing within thirty (30) days after the receipt of the bids. Verbal notification of award is not considered a liable means of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the County, the successful bidder will perform the services as specified at the stated prices, within the time specified, and in accordance with all provisions of the proposal documents.

A 5% retainage will be held until the end of the project. A signed affidavit will have to be signed stating all subcontractors, trades and invoices pertaining to the project have been paid in full before the retainage will be paid.

16.0 Proprietary Information

Trade secrets or proprietary information, submitted by a vendor in connection with a procurement transaction, shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials, must identify the data on other materials to be protected, and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

17.0 Insurance Requirement for Service

- A. Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$1,000,000 each accident. This insurance must include a waiver of subrogation in favor of the County.
- B. Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
- C. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 each accident combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- D. The Contractor shall furnish a copy of an original Certificate of Insurance, naming the County of Greene as an additional insured. Should any of the policies be canceled before expiration date, the issuing company will provide by mail thirty (30) days written notice to the certificate holder. This contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County of Greene and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

18.0 Payment

- A. Payment for completed services will be made upon acceptance of the services and submission of an invoice to the address on the purchase order. Payment will be based on actual work completed.
- B. At a minimum, invoices will include: (1) segment number of the fiber loop project, (2) the purchase order number, (3) applicable unit prices, total prices, and total invoice amount, and (4) any additional payment information called for by the contract.
- C. The County normally pays its invoices within thirty (30) days upon receipt of an invoice. Invoices must have the information requested above for prompt payment.

19.0 Proposal Format

Greene County desires all proposals to be identical in format in order to facilitate comparison. While the County's format may represent departure from the service provider's preference, the County requires strict adherence to the format. The proposal will be in the format described below:

- A. Cover letter: The Proposal must include a letter of transmittal attesting to its accuracy and be signed by an individual authorized to execute binding legal documents on behalf of the service provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the service provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with Greene County. The cover letter shall present the service provider's understanding of the project and a summary of the approach to be undertaken to perform the services.
- B. Background and Experience: Include information concerning the general organization and staffing as well as experience with similar projects and provide an overview and history of your company. Describe how long your company has been providing services to local governments and describe the local staff that will be handling the services.
- C. Proposed Solution: Given the purpose of this project and the County's goals as stated in this RFB, provide a detailed solution to meet such goals. Include the steps the organization will take to ensure that the transition or set-up for the services runs smoothly for Greene County along with a project schedule. Also, describe the communications scheme that your organization will use to keep Greene County informed.
- D. Quality Control: The service provider shall describe how they handle the material throughout this project. Also, identify potential risks associated with this project and explain the contingencies that have been built in to mitigate such risks.
- E. Required Forms:
 - a. Non-Collusion Affidavit
 - b. Proposers Bid Certification Form
 - c. Certification Regarding Debarment and Suspension
 - d. Exceptions to the Proposal and Service Agreement Form
 - e. Detailed Pricing Schedule prepared by Service Provider (Proposal shall include all costs related to the project.)

Service Providers are required to organize the information requested in this RFB in accordance with the format outlined. Failure of the Service Provider to organize the information required by this RFB as outlined may result in the County, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFB. However, the service provider may reduce the repetition of identical information within several sections of the proposal by making the appropriate cross-references to other sections of the Bid.

All Bids shall be 8 1/2" x 11" format with all standard text no smaller than ten (10) points. There is no limit to the number of pages submitted.

20.0 E-Verify

The Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

21.0 Iran Divestment Act Certification

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.-59.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

The County of Greene reserves the right to accept a response that does not satisfy all requirements but which, in the county's sole judgment, sufficiently demonstrates the ability to produce, deliver, and to satisfy the major requirements set forth in the RFB. The county reserves the right to interview any or all respondents set forth in the RFB, or to ask for additional information or clarifications.

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Greene

_____ (name of individual), being first duly sworn, deposes and says
that:

1. He/She is the _____ (title) of _____
(company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Greene or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Seal

Title

Date: _____

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Bid and any other documents accompanying or make a part of this Request for Bid.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Wayne or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all bids.

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Mailing Address

Email: _____

City/State/Zip Code

Date: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Ste, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

(Seal if Corporation)

Signature

Title

Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
This ____ day of _____, 20____

NOTARY PUBLIC _____

My Commission Expires: _____

EXCEPTIONS TO THE BID AND SAMPLE SERVICE AGREEMENT

Please list here all exceptions to the Stream Cleanout Project. Failure to do so may result in disqualification of this bid. Any RFB clauses to which the vendor does not take exception will assume to be agreed upon by the vendor. For any exception, please reference the appropriate page/section number.

CUSTOMER REFERENCES

Please provide, at a minimum, three (3) references in which your company has completed similar projects **within North Carolina**. Please use references of comparable projects and/or government entities.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

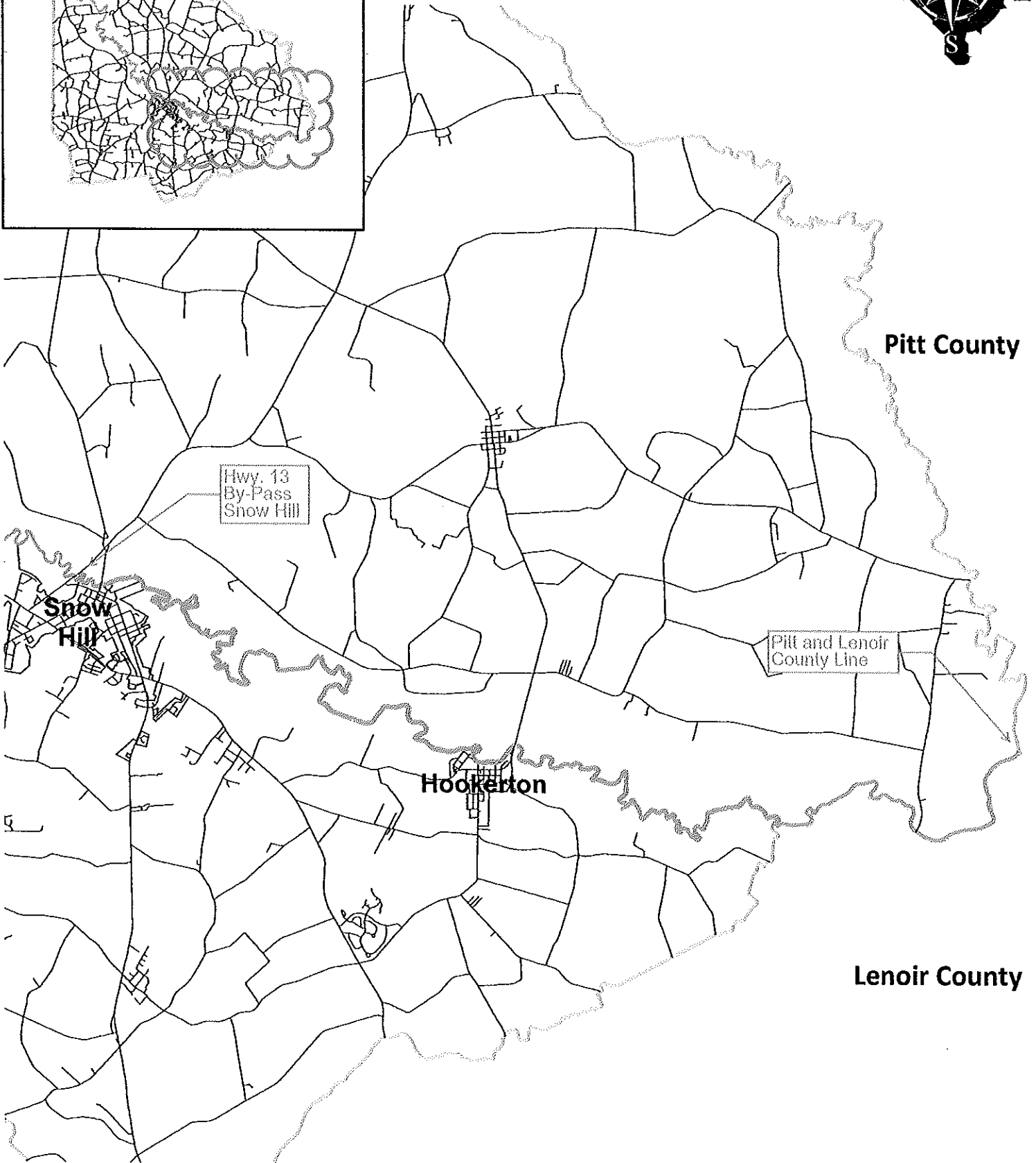
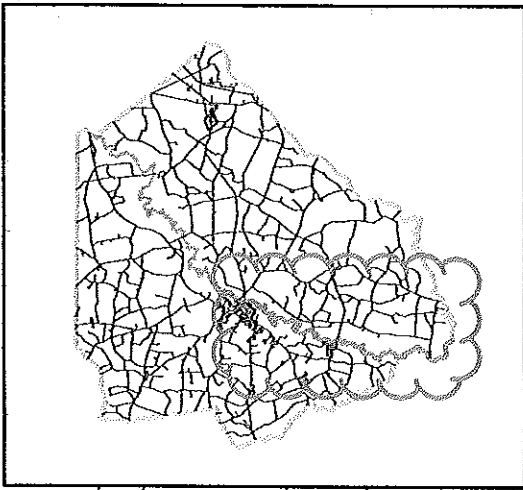
Date Service Provided: _____

PROJECT BID SHEET

PART 1 STREAM DEBRIS REMOVAL

PROJECT COST: \$ _____

TOTAL PROJECT COST: \$ _____



Pitt County

Hwy. 13
By-Pass
Snow Hill

**Snow
Hill**

Pitt and Lenoir
County Line

Hookerton

Lenoir County

**Eastern Run of Contentnea Creek
Greene County, NC**
From Hwy. 13 By-Pass to Lenoir-Pitt County Line